BỘ NGOẠI GIAO

Số: 48/2018/TB-LPQT

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

Hà Nội, ngày 09 tháng 10 năm 2018

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ giữa Chính phủ nước Cộng hoà xã hội chủ nghĩa Việt Nam và Chính phủ Cộng hoà Xinh-ga-po về các nguyên tắc hoạt động của Trung tâm đào tạo Việt Nam - Xinh-ga-po, ký tại Xinh-ga-po, ngày 31 tháng 7 năm 2018, có hiệu lực đối với Việt Nam từ ngày 31 tháng 7 năm 2018.

Bộ Ngoại giao trân trọng gửi bản sao Bản ghi nhớ theo quy định tại Điều 59 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Lê Hải Triều

MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
ON THE PRINCIPLES FOR THE OPERATION OF THE
VIET NAM - SINGAPORE COOPERATION CENTRE

PREAMBLE:

The Government of the Socialist Republic of Viet Nam (hereinafter referred to as "**Viet Nam**") and the Government of the Republic of Singapore (hereinafter referred to as "**Singapore**"),

ACKNOWLEDGING the excellent state of bilateral relations and the Strategic Partnership established in 2013 between Singapore and Viet Nam (hereinafter collectively referred to as "the Parties" and individually as "the Party");

RECALLING the decision of the Association of Southeast Asian Nations (hereinafter referred to as "**ASEAN**") to adopt at its 4th Informal Summit in Singapore in 2000 the "Initiative for ASEAN Integration" (hereinafter referred to as "**IAI**"), a framework for regional cooperation with the long-term objective of narrowing the development gap between the newer ASEAN members and the ASEAN-6;

BUILDING upon the MOU between both Parties on the Principles for the Operation of the Viet Nam-Singapore Training Centre (hereinafter referred to as the "**VSTC**") signed on 28 November 2001;

UNDERTAKING to comply with respective laws and regulations of each Party relating to areas of cooperation in the process of implementation of this MOU;

INTENDING to continue cooperation to develop the human resources of Viet Nam consistent with the objectives of the IAI and demonstrating Singapore's continued commitment to ASEAN integration:

HAVE AGREED AS FOLLOWS:

Article I
Objective

The Parties agree to enhance the existing VSTC in Ha Noi into an integrated development platform called the Viet Nam-Singapore Cooperation Centre (hereinafter referred to as the "**VSCC**").

Article II
Coordinating Ministries

The Ministry of Foreign Affairs of Viet Nam and the Ministry of Foreign Affairs of Singapore (hereinafter referred to as "the Ministries") shall be the main coordinating Ministries responsible for the implementation of this MOU.

Article III
Focal Point Agencies

The agencies designated by the Ministries as their agents for the implementation of this MOU (hereinafter referred to as "the Focal Point Agencies") are:

(a) For Singapore: The Embassy of Singapore in Ha Noi, Viet Nam; and

(b) For Viet Nam: The Diplomatic Academy of Viet Nam, Ministry of Foreign Affairs, Viet Nam.

Article IV
Scope of Activities

Subject to Vietnamese laws and regulations, the VSCC shall facilitate capacity building activities by Singaporean agencies with relevant development expertise. Such activities may include, but are not limited to, the following:

(a) In-country training courses in areas relevant to Viet Nam's needs and aligned to the objectives of the IAI;

(b) Sustainable urban planning and development solutions;

(c) Advisory or consultancy projects to assist in Viet Nam's development goals in areas where Singapore has expertise such as (i) Info-Communications Technology ("ICT") Master Planning; (ii) technical and vocational training; (iii) E-Governance solutions; (iv) trade and economic growth solutions; (v) administrative and judicial reforms; (vi) urban transport management; (vii) cyber security; and (viii) sanitation and quarantine; and/or

(d) Local community projects on areas such as healthcare, education, social entrepreneurship, and water, sanitation and hygiene.

Article V
Location

The VSCC shall be located in the office premises at Pacific Place, 83B Ly Thuong Kiet, Ha Noi, Viet Nam, until a suitable alternative site is found.

Article VI
Roles and Responsibilities of Singapore

(a) Singapore shall, subject to its available resources, ensure that the VSCC is appropriately furnished and equipped to support its activities.

(b) Singapore shall appoint suitably qualified staff to manage and administer the VSCC. These may include a Centre Director, Centre Manager and support staff, as necessary.

(c) Singapore shall undertake to bear the following costs of the VSCC for the duration of the MOU, where applicable:

(i) Rental, furnishing, equipping and maintenance of the VSCC;

(ii) The starting salary of the Vietnamese Co-Manager of the VSCC fixed at US$660 (six hundred and sixty US dollars) a month;

(iii) The expenses incurred in the hiring of staff for the purpose of managing and administering the VSCC, pursuant to Article VI (b).

(d) The salary of the VSCC staff pursuant to Article VI (b) and Article VII (b) will be reviewed periodically. The salary of any newly appointed Vietnamese Co-Manager(s) of the VSCC will be fixed at the amount stated in Article VI (c) (ii).

Article VII
Roles and Responsibilities of Viet Nam

(a) Viet Nam shall identify and nominate suitably qualified Vietnamese participants to participate in the VSCC's activities, whose participation shall be subject to the mutual agreement of both Parties. Viet Nam shall encourage the participants' full attendance during the duration of said activities.

(b) Viet Nam shall appoint one (1) official to be seconded to the VSCC as Co-Manager of the VSCC. The said Co-Manager shall, *inter alia*, be responsible for performing the following tasks on a day-to-day basis for the VSCC:

(i) Assist the Centre Director and/or Manager in ensuring the smooth running and efficient operation of the VSCC and its activities;

(ii) Coordinate and liaise with the Focal Point Agencies and other Vietnamese official agencies on the nomination of officials and their participation in the activities conducted at the VSCC;

(iii) Ensure the maintenance of discipline among participants of activities conducted at the VSCC; and

(iv) Attend to any other matter that the Management Board may direct from time-to-time.

(c) Viet Nam shall undertake to:

(i) Grant an operating license to enable the VSCC to commence and thereafter continue its operations;

(ii) Arrange and bear expenses related to domestic travel, accommodation and other incidental costs incurred by all participants from Viet Nam's side in connection with the activities conducted by the VSCC in accordance with Viet Nam's current laws and regulations;

(iii) Provide the value-added tax **("VAT")** refund for the rental of the office to house the VSCC as provided under Article V from the beginning of the leasing term of the said office premises; and

(iv) Exempt any training materials and documents brought into Viet Nam in connection with the activities at the VSCC from import duty, and ensure the favourable treatment of such materials and documents for customs clearance.

Article VIII
Funding

The VSCC's activities may be funded by either Party or co-funded by both Parties upon the mutual agreement of both Parties.

The Parties may also use alternative funding mechanisms such as from Public-Private Partnerships with private sector entities of reputable standing.

Article IX
Management Board

The Parties shall form a Management Board for the VSCC (hereinafter referred to as the **"Management Board"**) that shall oversee the smooth running and efficient operation of the VSCC. The Management Board shall comprise the following persons:

(a) Ambassador of Singapore to Viet Nam;

(b) One (1) duly-appointed official from the Embassy of Singapore to Viet Nam;

(c) The President of the Diplomatic Academy of Viet Nam of the Ministry of Foreign Affairs of Viet Nam; and

(d) One (1) other duly-appointed official from the Ministry of Foreign Affairs of Viet Nam.

Article X
Roles and Responsibilities of the Management Board

The Management Board shall:

(a) Convene an annual meeting to review the VSCC in Ha Noi, Viet Nam;

(b) Convene other meetings, as and when necessary, in Ha Noi, Viet Nam;

(c) Obtain regular feedback on the activities conducted by the VSCC;

(d) Recommend possible future improvements to the activities at the VSCC, taking into consideration the needs of Viet Nam, and subject to the resources of both Parties;

(e) Submit a joint report to the Parties on the operation of the VSCC in the preceding year, containing the matters set out in Article X (a), (b) (c) and (d).

Article XI
Dispute Settlement

Any question or dispute arising out of, or in connection with, the activities at the VSCC shall be resolved by means of mutual consultation between the Parties.

Article XII
Amendments

This MOU may be amended with the consent of both Parties. Such amendment(s) shall not prejudice, nor derogate, from the rights and obligations of the Parties arising from this MOU prior to the amendment(s).

Article XIII
Termination

Either Party may terminate this MOU at any time by giving written notification to the other Party of its intention to terminate this MOU at least six (6) months prior to the intended date of termination. The termination of this MOU will not affect the validity or existence of any projects or activities under this MOU which are in progress at the time of the notification of such termination unless both Parties agree otherwise.

Article XIV
Entry into Force

This MOU shall take effect on the date of signature and will remain in effect for a period of five (5) years.

This MOU shall be automatically renewed for successive periods of five (5) years unless either Party notifies the other Party of its intention of termination of this MOU at least six (6) months before this MOU expires.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this MOU.

Done in Singapore on 31 July 2018, in duplicate in English.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM	FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
PHAM BINH MINH **Deputy Prime Minister** **Minister of Foreign Affairs**	**VIVIAN BALAKRISHNAN** **Minister for Foreign Affairs**

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

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Giá: 10.000 đồng